

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA

CHAPTER 13 PLAN - AMENDED  
AND RELATED MOTIONS

Name of Debtor(s): **Robert D. Wright  
Ebony E. Wright**

Case No: **16-34975**

This plan, dated **November 25, 2016**, is:

- ☐ the *first* Chapter 13 plan filed in this case.  
☒ a modified Plan, which replaces the  
☐ confirmed or ☒ unconfirmed Plan dated **10/7/16**.

Date and Time of Modified Plan Confirming Hearing:  
**1/18/17 at 11:10 AM**

Place of Modified Plan Confirmation Hearing:  
**701 E. Broad St. Rm. 5000 Richmond, VA 23219**

The Plan provisions modified by this filing are:  
**Increased interest rate to Credit Acceptance, plan length extended, payout increased to 3%.**

Creditors affected by this modification are:  
**None.**

**NOTICE: YOUR RIGHTS WILL BE AFFECTED. You should read these papers carefully. If you oppose any provision of this Plan, or if you oppose any included motions to (i) value collateral, (ii) avoid liens, or (iii) assume or reject unexpired leases or executory contracts, you MUST file a timely written objection.**

**This Plan may be confirmed and become binding, and the included motions in paragraphs 3, 6, and 7 to value collateral, avoid liens, and assume or reject unexpired leases or executory contracts may be granted, without further notice or hearing unless a written objection is filed not later than seven (7) days prior to the date set for the confirmation hearing and the objecting party appears at the confirmation hearing.**

The debtor(s)' schedules list assets and liabilities as follows:

Total Assets: **\$40,876.00**  
Total Non-Priority Unsecured Debt: **\$41,238.20**  
Total Priority Debt: **\$1,914.92**  
Total Secured Debt: **\$37,675.00**

1. **Funding of Plan.** The debtor(s) propose to pay the trustee the sum of **\$890.00 Monthly for 59 months**. Other payments to the Trustee are as follows: NONE. The total amount to be paid into the plan is \$ 52,510.00.

2. **Priority Creditors.** The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.

**A. Administrative Claims under 11 U.S.C. § 1326.**

1. The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10%, of all sums disbursed except for funds returned to the debtor(s).
2. Debtor(s)' attorney will be paid \$ 4,773.00 balance due of the total fee of \$ 5,100.00 concurrently with or prior to the payments to remaining creditors.

**B. Claims under 11 U.S.C. § 507.**

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid prior to other priority creditors but concurrently with administrative claims above:

<u>Creditor</u>	<u>Type of Priority</u>	<u>Estimated Claim</u>	<u>Payment and Term</u>
Commissioner of Revenue	Taxes and certain other debts	361.00	Prorata 3 months
Commissioner of Revenue	Taxes and certain other debts	361.00	Prorata 3 months
Internal Revenue Service	Taxes and certain other debts	1,083.92	Prorata 3 months
Virginia Department of Taxatio	Taxes and certain other debts	109.00	Prorata 3 months

3. **Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection Payments, and Payment of certain Secured Claims.**

**A. Motions to Value Collateral (other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion to value collateral as set forth herein.**

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)' principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. **Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 3(D) below to determine the interest rate, monthly payment and estimated term of repayment of any "crammed down" loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 4 of the Plan.**

The following secured claims are to be "crammed down" to the following values:

<u>Creditor</u>	<u>Collateral</u>	<u>Purchase Date</u>	<u>Est Debt Bal.</u>	<u>Replacement Value</u>
United Consumer Financial Services	Kirby vacuum system	Opened 06/15 Last Active 12/18/15	2,326.00	100.00

**B. Real or Personal Property to be Surrendered.**

Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors' allowed claims. To the extent that the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay as to the interest of the debtor(s) and the estate in the collateral.

<u>Creditor</u>	<u>Collateral Description</u>	<u>Estimated Value</u>	<u>Estimated Total Claim</u>
-----------------	-------------------------------	------------------------	------------------------------

Creditor	Collateral Description	Estimated Value	Estimated Total Claim
Collision-One of Tappahannock	2007 Chrysler Pacifica 138k miles NADA retail value	7,350.00	3,100.13
Legacy Vacation Club	Villas at Resort World Condo Assoc	5,000.00	5,762.23
Pfs	2007 Chrysler Pacifica 138k miles NADA retail value	7,350.00	5,437.00

**C. Adequate Protection Payments.**

The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 3(D) and/or 6(B) of the Plan, as follows:

Creditor	Collateral Description	Adeq. Protection Monthly Payment	To Be Paid By
American Credit Acceptance	2014 Nissan Pathfinder 45k miles NADA retail value	257.00	Trustee
Credit Acceptance	2006 Mazda 3 NADA retail value	90.00	Trustee
United Consumer Financial Services	Kirby vacuum system	25.00	Trustee

Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 6(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).

**D. Payment of Secured Claims on Property Being Retained (except only those loans provided for in section 5 of the Plan):**

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral's replacement value as specified in sub-section A of this section, **whichever is less**, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. **Upon confirmation of the Plan, the valuation and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.**

Creditor	Collateral	Approx. Bal. of Debt or "Crammed Down" Value	Interest Rate	Monthly Paymt & Est. Term**
American Credit Acceptance	2014 Nissan Pathfinder 45k miles NADA retail value	25,861.45	4.5%	Prorata 51 months
Credit Acceptance	2006 Mazda 3 NADA retail value	9,173.97	5.5%	Prorata 51 months
United Consumer Financial Services	Kirby vacuum system	100.00	4.5%	Prorata 51 months

**E. Other Debts.**

Debts which are (i) mortgage loans secured by real estate which is the debtor(s)' primary residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 5 of the Plan.

**4. Unsecured Claims.**

- A. Not separately classified.** Allowed non-priority unsecured claims shall be paid pro rata from any distribution remaining after disbursement to allowed secured and priority claims. Estimated distribution is approximately 3 %. The dividend percentage may vary depending on actual claims filed. If this case were liquidated under Chapter 7, the debtor(s) estimate that unsecured creditors would receive a dividend of approximately 0 %.

**B. Separately classified unsecured claims.**

<u>Creditor</u>	<u>Basis for Classification</u>	<u>Treatment</u>
<b>-NONE-</b>		

**5. Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Primary Residence; Other Long Term Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any existing default under 11 U.S.C. § 1322(b)(5).**

**A. Debtor(s) to make regular contract payments; arrears, if any, to be paid by Trustee.** The creditors listed below will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid by the Trustee either pro rata with other secured claims or on a fixed monthly basis as indicated below, without interest unless an interest rate is designated below for interest to be paid on the arrearage claim and such interest is provided for in the loan agreement.

<u>Creditor</u>	<u>Collateral</u>	<u>Regular Contract Payment</u>	<u>Estimated Arrearage</u>	<u>Arrearage Interest Rate</u>	<u>Estimated Cure Period</u>	<u>Monthly Arrearage Payment</u>
<b>-NONE-</b>						

**B. Trustee to make contract payments and cure arrears, if any.** The Trustee shall pay the creditors listed below the regular contract monthly payments that come due during the period of this Plan, and pre-petition arrearages on such debts shall be cured by the Trustee either pro rata with other secured claims or with monthly payments as set forth below.

<u>Creditor</u>	<u>Collateral</u>	<u>Regular Contract Payment</u>	<u>Estimated Arrearage</u>	<u>Interest Rate</u>	<u>Term for Arrearage</u>	<u>Monthly Arrearage Payment</u>
<b>-NONE-</b>						

**C. Restructured Mortgage Loans to be paid fully during term of Plan.** Any mortgage loan against real estate constituting the debtor(s)' principal residence upon which the last scheduled contract payment is due before the final payment under the Plan is due shall be paid by the Trustee during the term of the Plan as permitted by 11 U.S.C. § 1322(c)(2) with interest at the rate specified below as follows:

<u>Creditor</u>	<u>Collateral</u>	<u>Interest Rate</u>	<u>Estimated Claim</u>	<u>Monthly Paymt&amp; Est. Term**</u>
<b>-NONE-</b>				

**6. Unexpired Leases and Executory Contracts.** The debtor(s) move for assumption or rejection of the executory contracts and leases listed below.

**A. Executory contracts and unexpired leases to be rejected.** The debtor(s) reject the following executory contracts.

<u>Creditor</u>	<u>Type of Contract</u>
<b>SiriusXM</b>	<b>Radio service</b>

**B. Executory contracts and unexpired leases to be assumed.** The debtor(s) assume the following executory contracts. The debtor agrees to abide by all terms of the agreement. The Trustee will pay the pre-petition arrearages, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

<u>Creditor</u>	<u>Type of Contract</u>	<u>Arrearage</u>	<u>Monthly Payment for Arrears</u>	<u>Estimated Cure Period</u>
<b>-NONE-</b>				

**7. Liens Which Debtor(s) Seek to Avoid.**

- A. The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f).** The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. **Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien.** If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

<u>Creditor</u>	<u>Collateral</u>	<u>Exemption Amount</u>	<u>Value of Collateral</u>
<b>-NONE-</b>			

- B. Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f).** The debtor(s) have filed or will file and serve separate pleadings to avoid the following liens or security interests. The creditor should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

<u>Creditor</u>	<u>Type of Lien</u>	<u>Description of Collateral</u>	<u>Basis for Avoidance</u>
<b>-NONE-</b>			

**8. Treatment and Payment of Claims.**

- All creditors must timely file a proof of claim to receive payment from the Trustee.
- If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the Plan, the creditor may be treated as unsecured for purposes of distribution under the Plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
- If a claim is listed in the plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the Plan.
- The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.

- 9. Vesting of Property of the Estate.** Property of the estate shall revert in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.

- 10. Incurrence of indebtedness.** The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, either unsecured or secured against personal property, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.

- 11. Other provisions of this plan:**  
**Any unsecured proof of claim for a deficiency which results from the surrender and liquidation of the collateral noted in paragraph 3.B of this plan must be filed by the earlier of the following dates or such claim will be forever barred: (1) within 90 days of the date of the first confirmation order confirming a plan which provides for the surrender of said collateral, or (2) within the time period set for the filing of an unsecured deficiency claim as established by any order granting relief from the automatic stay with respect to said collateral.**

**Said unsecured proof of claim for a deficiency must include appropriate documentation establishing that the collateral surrendered has been liquidated, and the proceeds applied, in accordance with applicable state law.**

**Signatures:**

**Dated:** November 25, 2016

/s/ Robert D. Wright  
Robert D. Wright  
Debtor

/s/ Robert B. Duke, Jr.  
Robert B. Duke, Jr.  
Debtor's Attorney

/s/ Ebony E. Wright  
Ebony E. Wright  
Joint Debtor

**Exhibits:** **Copy of Debtor(s)' Budget (Schedules I and J);  
Matrix of Parties Served with Plan**

**Certificate of Service**

I certify that on November 25, 2016, I mailed a copy of the foregoing to the creditors and parties in interest on the attached Service List.

/s/ Robert B. Duke, Jr.  
Robert B. Duke, Jr.  
Signature

8501 Mayland Drive, Suite 106  
Henrico, VA 23294  
Address

804-308-0051  
Telephone No.

Ver. 09/17/09 [effective 12/01/09]

United States Bankruptcy Court  
Eastern District of Virginia

In re **Robert D. Wright**  
**Ebony E. Wright**

Debtor(s)

Case No. **16-34975**  
Chapter **13**

**SPECIAL NOTICE TO SECURED CREDITOR**

To: **United Consumer Financial Services**  
**865 Bassett Rd**  
**Westlake, OH 44145**

*Name of creditor*

**Kirby vacuum system**

*Description of collateral*

1. The attached chapter 13 plan filed by the debtor(s) proposes (*check one*):

- ☒ To value your collateral. ***See Section 3 of the plan.*** Your lien will be limited to the value of the collateral, and any amount you are owed above the value of the collateral will be treated as an unsecured claim.
- ☐ To cancel or reduce a judgment lien or a non-purchase money, non-possessory security interest you hold. ***See Section 7 of the plan.*** All or a portion of the amount you are owed will be treated as an unsecured claim.

2. ***You should read the attached plan carefully for the details of how your claim is treated.*** The plan may be confirmed, and the proposed relief granted, unless you file and serve a written objection by the date specified and appear at the confirmation hearing. A copy of the objection must be served on the debtor(s), their attorney, and the chapter 13 trustee.

Date objection due:

**Seven days prior to confirmation hearing**

Date and time of confirmation hearing:

**1/18/17 at 11:10 AM**

Place of confirmation hearing:

**701 E. Broad St. Rm. 5000 Richmond, VA 23219**

**Robert D. Wright**  
**Ebony E. Wright**

*Name(s) of debtor(s)*

By: **/s/ Robert B. Duke, Jr.**

**Robert B. Duke, Jr.**

*Signature*

☒ Debtor(s)' Attorney

☐ Pro se debtor

**Robert B. Duke, Jr.**

*Name of attorney for debtor(s)*

**8501 Mayland Drive, Suite 106**  
**Henrico, VA 23294**

*Address of attorney [or pro se debtor]*

Tel. # **804-308-0051**

Fax # **804-308-0053**

CERTIFICATE OF SERVICE

I hereby certify that true copies of the foregoing Notice and attached Chapter 13 Plan and Related Motions were served upon the creditor noted above by

☒ first class mail in conformity with the requirements of Rule 7004(b), Fed.R.Bankr.P; or

☐ certified mail in conformity with the requirements of Rule 7004(h), Fed.R.Bankr.P

on this November 25, 2016.

/s/ Robert B. Duke, Jr.

**Robert B. Duke, Jr.**

*Signature of attorney for debtor(s)*

Ver. 09/17/09 [effective 12/01/09]



Fill in this information to identify your case:

Debtor 1 Robert D. Wright

Debtor 2 Ebony E. Wright  
(Spouse, if filing)

United States Bankruptcy Court for the: EASTERN DISTRICT OF VIRGINIA

Case number 16-34975  
(If known)

Check if this is:

- ☒ An amended filing  
☐ A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

## Official Form 106I

### Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Describe Employment

1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

Employment status

Occupation

Employer's name

Employer's address

Debtor 1

- ☒ Employed  
☐ Not employed

Maintenance

Ashland Nursing & Rehab

906 Thompson St.  
Ashland, VA 23005

Debtor 2 or non-filing spouse

- ☐ Employed  
☒ Not employed

Disabled

How long employed there? 11 years

#### Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	\$ <u>2,251.41</u>	\$ <u>0.00</u>
3. Estimate and list monthly overtime pay.	+\$ <u>0.00</u>	+\$ <u>0.00</u>
4. Calculate gross income. Add line 2 + line 3.	\$ <u>2,251.41</u>	\$ <u>0.00</u>

Debtor 1 **Robert D. Wright**  
Debtor 2 **Ebony E. Wright**

Case number (if known) **16-34975**

	For Debtor 1	For Debtor 2 or non-filing spouse	
Copy line 4 here	4. \$ <b>2,251.41</b>	\$ <b>0.00</b>	
<b>5. List all payroll deductions:</b>			
5a. Tax, Medicare, and Social Security deductions	5a. \$ <b>402.85</b>	\$ <b>0.00</b>	
5b. Mandatory contributions for retirement plans	5b. \$ <b>0.00</b>	\$ <b>0.00</b>	
5c. Voluntary contributions for retirement plans	5c. \$ <b>0.00</b>	\$ <b>0.00</b>	
5d. Required repayments of retirement fund loans	5d. \$ <b>0.00</b>	\$ <b>0.00</b>	
5e. Insurance	5e. \$ <b>401.81</b>	\$ <b>0.00</b>	
5f. Domestic support obligations	5f. \$ <b>0.00</b>	\$ <b>0.00</b>	
5g. Union dues	5g. \$ <b>0.00</b>	\$ <b>0.00</b>	
5h. Other deductions. Specify:	5h.+ \$ <b>0.00</b>	+ \$ <b>0.00</b>	
<b>6. Add the payroll deductions.</b> Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6. \$ <b>804.66</b>	\$ <b>0.00</b>	
<b>7. Calculate total monthly take-home pay.</b> Subtract line 6 from line 4.	7. \$ <b>1,446.75</b>	\$ <b>0.00</b>	
<b>8. List all other income regularly received:</b>			
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a. \$ <b>0.00</b>	\$ <b>0.00</b>	
8b. Interest and dividends	8b. \$ <b>0.00</b>	\$ <b>0.00</b>	
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c. \$ <b>0.00</b>	\$ <b>0.00</b>	
8d. Unemployment compensation	8d. \$ <b>0.00</b>	\$ <b>0.00</b>	
8e. Social Security	8e. \$ <b>0.00</b>	\$ <b>799.00</b>	
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify:	8f. \$ <b>0.00</b>	\$ <b>0.00</b>	
8g. Pension or retirement income	8g. \$ <b>0.00</b>	\$ <b>0.00</b>	
8h. Other monthly income. Specify: <b>tax refund 1/12</b>	8h.+ \$ <b>65.00</b>	+ \$ <b>0.00</b>	
<b>9. Add all other income.</b> Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9. \$ <b>65.00</b>	\$ <b>799.00</b>	
<b>10. Calculate monthly income.</b> Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10. \$ <b>1,511.75</b>	+ \$ <b>799.00</b>	= \$ <b>2,310.75</b>
<b>11. State all other regular contributions to the expenses that you list in Schedule J.</b> Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify: <b>Nephew</b>			
		11. +\$ <b>312.00</b>	
<b>12. Add the amount in the last column of line 10 to the amount in line 11.</b> The result is the combined monthly income. Write that amount on the <i>Summary of Schedules</i> and <i>Statistical Summary of Certain Liabilities and Related Data</i> , if it applies		12. \$ <b>2,622.75</b>	<b>Combined monthly income</b>
<b>13. Do you expect an increase or decrease within the year after you file this form?</b>			
<input type="checkbox"/> No.			
<input checked="" type="checkbox"/> Yes. Explain: <b>Husband's pay varies</b>			

Fill in this information to identify your case:

Debtor 1 Robert D. Wright

Debtor 2 Ebony E. Wright  
(Spouse, if filing)

United States Bankruptcy Court for the: EASTERN DISTRICT OF VIRGINIA

Case number 16-34975  
(If known)

Check if this is:

- ☒ An amended filing
- ☐ A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

## Official Form 106J

### Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Describe Your Household

1. Is this a joint case?

☐ No. Go to line 2.

☒ Yes. Does Debtor 2 live in a separate household?

☒ No

☐ Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household* of Debtor 2.

2. Do you have dependents? ☒ No

Do not list Debtor 1 and Debtor 2.

☐ Yes. Fill out this information for each dependent.....

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

Do not state the dependents names.

- ☐ No  
☐ Yes  
☐ No  
☐ Yes  
☐ No  
☐ Yes  
☐ No  
☐ Yes

3. Do your expenses include expenses of people other than yourself and your dependents? ☒ No  
☐ Yes

#### Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 400.00

If not included in line 4:

4a. Real estate taxes

4a. \$ 0.00

4b. Property, homeowner's, or renter's insurance

4b. \$ 0.00

4c. Home maintenance, repair, and upkeep expenses

4c. \$ 0.00

4d. Homeowner's association or condominium dues

4d. \$ 0.00

5. Additional mortgage payments for your residence, such as home equity loans

5. \$ 0.00

Debtor 1 **Robert D. Wright**  
Debtor 2 **Ebony E. Wright**

Case number (if known) **16-34975**

<b>6. Utilities:</b>		
6a. Electricity, heat, natural gas	6a. \$	<b>0.00</b>
6b. Water, sewer, garbage collection	6b. \$	<b>0.00</b>
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$	<b>200.00</b>
6d. Other. Specify: _____	6d. \$	<b>0.00</b>
<b>7. Food and housekeeping supplies</b>	7. \$	<b>400.00</b>
<b>8. Childcare and children's education costs</b>	8. \$	<b>0.00</b>
<b>9. Clothing, laundry, and dry cleaning</b>	9. \$	<b>130.00</b>
<b>10. Personal care products and services</b>	10. \$	<b>40.00</b>
<b>11. Medical and dental expenses</b>	11. \$	<b>50.00</b>
<b>12. Transportation.</b> Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$	<b>200.00</b>
<b>13. Entertainment, clubs, recreation, newspapers, magazines, and books</b>	13. \$	<b>25.00</b>
<b>14. Charitable contributions and religious donations</b>	14. \$	<b>0.00</b>
<b>15. Insurance.</b> Do not include insurance deducted from your pay or included in lines 4 or 20.		
15a. Life insurance	15a. \$	<b>0.00</b>
15b. Health insurance	15b. \$	<b>0.00</b>
15c. Vehicle insurance	15c. \$	<b>205.00</b>
15d. Other insurance. Specify: _____	15d. \$	<b>0.00</b>
<b>16. Taxes.</b> Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: _____	16. \$	<b>0.00</b>
<b>17. Installment or lease payments:</b>		
17a. Car payments for Vehicle 1	17a. \$	<b>0.00</b>
17b. Car payments for Vehicle 2	17b. \$	<b>0.00</b>
17c. Other. Specify: _____	17c. \$	<b>0.00</b>
17d. Other. Specify: _____	17d. \$	<b>0.00</b>
<b>18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).</b>	18. \$	<b>0.00</b>
<b>19. Other payments you make to support others who do not live with you.</b>	\$	<b>0.00</b>
Specify: _____	19.	
<b>20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.</b>		
20a. Mortgages on other property	20a. \$	<b>0.00</b>
20b. Real estate taxes	20b. \$	<b>0.00</b>
20c. Property, homeowner's, or renter's insurance	20c. \$	<b>0.00</b>
20d. Maintenance, repair, and upkeep expenses	20d. \$	<b>0.00</b>
20e. Homeowner's association or condominium dues	20e. \$	<b>0.00</b>
<b>21. Other:</b> Specify: <b>Emergency expenses</b>	21. +\$	<b>50.00</b>
<b>Pet food and vet fees</b>	+\$	<b>25.00</b>
<b>22. Calculate your monthly expenses</b>		
22a. Add lines 4 through 21.	\$	<b>1,725.00</b>
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2	\$	
22c. Add line 22a and 22b. The result is your monthly expenses.	\$	<b>1,725.00</b>
<b>23. Calculate your monthly net income.</b>		
23a. Copy line 12 ( <i>your combined monthly income</i> ) from Schedule I.	23a. \$	<b>2,622.75</b>
23b. Copy your monthly expenses from line 22c above.	23b. -\$	<b>1,725.00</b>
23c. Subtract your monthly expenses from your monthly income. The result is your <i>monthly net income</i> .	23c. \$	<b>897.75</b>
<b>24. Do you expect an increase or decrease in your expenses within the year after you file this form?</b> For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?		
<input type="checkbox"/> No.		
<input checked="" type="checkbox"/> Yes. Explain here: <b>Rent may increase</b>		

Afni  
Po Box 3427  
Bloomington, IL 61702

American Credit Acceptance  
961 E Main St  
Spartanburg, SC 29302

Anderson Financial Services, L  
3440 Preston Ridge Rd, Ste 500  
Alpharetta, GA 30005

AT&T  
attn: Bankruptcy Dep't  
PO Box 755  
Atwater, CA 95301

Bank of America  
PO Box 15633  
Wilmington, DE 19850

Bass & Associates, P.C.  
3936 E. Fort Lowell Suite 200  
Tucson, AZ 85172

BCC  
PO Box 590067  
Fort Lauderdale, FL 33359-0067

Bon Secours  
PO Box 28538  
Henrico, VA 23228

Capital One  
Po Box 30285  
Salt Lake City, UT 84130

Cardholder Services  
PO Box 80999  
Newark, DE 19714-8099

CashnetUSA  
200 West Jackson, Suite 2400  
Chicago, IL 60606

Check 'N Go  
7755 Montgomery Road  
Cincinnati, OH 45236

Collision-One of Tappahannock  
1174 Tappahannock Blvd.  
Tappahannock, VA 22560

Comcast  
5401 Staples Mill Road  
Henrico, VA 23228-5421

Commissioner of Revenue  
King and Queen County  
PO Box 178  
King and Queen Court House, VA 23085

Commissioner of Revenue  
Essex County County  
PO Box 879  
Tappahannock, VA 22560

Countryside Service Company, L  
28 Imperial Drive  
Staunton, VA 24401

Credit Acceptance  
25505 West 12 Mile Rd  
Suite 3000  
Southfield, MI 48034

DirectTV  
attn: Bankruptcy Claims  
PO Box 6550  
Englewood, CO 80155-6550

Dish Network  
Bankruptcy Department  
9601 S. Meridian Blvd  
Englewood, CO 80112

Dominion Power Virginia  
PO Box 26543  
Richmond, VA 23290

ERC/Enhanced Recovery Corp  
8014 Bayberry Rd  
Jacksonville, FL 32256

First National Collection Bure  
610 Waltham Way  
Sparks, NV 89434

First Premier Bank  
601 S Minneaplois Ave  
Dious FDalls, SD 57104

Focused Recovery Solutions  
9701-Metropolitan Ct  
Ste B  
Richmond, VA 23236

Hanover Emegency Center  
9275 Chamberlayne Rd  
Hanover, VA 23069

Henrico Doctor's Hospital  
PO Box 13620  
Richmond, VA 23225-8620

Henrico Doctors Hospital  
PO Box 13620  
Richmond, VA 23225-8620

Internal Revenue Service  
Centralized Insolvency Operati  
P.O. Box 7346  
Philadelphia, PA 19101-7346

Legacy Vacation Club  
Villas at Resort World Condo A  
PO Box 29352  
Phoenix, AZ 85038-9352

Loon Emergency Physicians, LLC  
PO Box 38001  
Philadelphia, PA 19101-8001

Memorial Regional Medical Cent  
8260 Atlee Road  
Mechanicsville, VA 23116

Metlife Auto & Home  
Subrogation-Warwick  
PO Box 2204  
Charlotte, NC 28241-2204

Midland Credit Management, LLC  
8875 Aero Drive, Suite 200  
San Diego, CA 92123

NPAS, Inc.  
PO Box 2248  
Maryland Heights, MO 63043-1048

Pfs  
Po Box 811  
Spartanburg, SC 29304

Premier Bankcard / Charter  
PO Box 2208  
Vacaville, CA 95696

Rappahannock Electric Co-op  
Debt Recovery Department  
PO Box 7388  
Fredericksburg, VA 22404-7388

Receivables Performance Mgmt  
20816 44th Ave W  
Lynnwood, WA 98036

Rushmore Service Center  
PO Box 5508  
Sioux Falls, SD 57117-5508

SiriusXM  
1221 Avenue of the Americas  
New York, NY 10020



Southwest Credit Systems  
4120 International Parkway  
Suite 1100  
Carrollton, TX 75007

United Consumer Financial Services  
865 Bassett Rd  
Westlake, OH 44145

United Consumers  
14205 Telegraph Rd  
Woodbridge, VA 22192

University Of Phoenix  
1625 W Fountainhead Pkwy  
Tempe, AZ 85285

Us Dept Ed  
Po Box 1030  
Coraopolis, PA 15108

Verizon  
500 Technology Dr Ste 30  
Weldon Spring, MO 63304

Virginia Cardiovascular Specia  
8001 Franklin Farms Drive #130  
Henrico, VA 23229

Virginia Department of Taxatio  
PO Box 2156  
Richmond, VA 23218

Virginia Ear Nose & Throat  
7485 Right Flank Road  
Suite 210  
Mechanicsville, VA 23116

Virginia Women's Center  
7515 Right Flank Rd  
Mechanicsville, VA 23116